

**EXHIBIT “31”**

**NOTICE TO PLEAD  
TO PLAINTIFF AND CO-DEFENDANTS:**

*Filed and Attested by the  
office of judicial records  
18 MAY 2016 03:58 pm  
C. MALVESTUTO*  
You are hereby notified to file your answer to the  
enclosed New Matter within 18 days of the date of  
service hereof or a judgment may be entered against  
you.

/s/ Michael J. Cordone  
Michael J. Cordone, Esquire

STRADLEY, RONON, STEVENS & YOUNG, LLP

By: Michael J. Cordone, Esquire (I.D. #59000)

Mark D. Villanueva, Esquire (I.D. #89892)

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*Attorneys for Defendants*

*Francesco Gualtieri, Renato Gualtieri and  
Island View Crossing II, LP*

LAVA FUNDING, LLC

Plaintiff,

v.

PRUDENTIAL SAVINGS BANK,  
FRANCESCO GUALTIERI, RENATO  
GUALTIERI, and ISLAND VIEW  
CROSSING II, LP,

Defendants.

PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS

CIVIL ACTION – LAW

JANUARY TERM, 2016

NO. 02716

**DEFENDANTS FRANCESCO GUALTIERI, RENATO GUALTIERI, AND  
ISLAND VIEW CROSSING II, LP'S ANSWER AND NEW MATTER TO CO-  
DEFENDANT PRUDENTIAL SAVINGS BANK'S CROSSCLAIM**

Defendants, Francesco Gualtieri, Renato Gualtieri, and Island View Crossing II, LP  
(collectively, "Answering Defendants"), by and through their attorneys, Stradley, Ronon,  
Stevens & Young, LLP, hereby respond to Co-Defendant Prudential Savings Bank's Crossclaim:

45. Answering Defendants hereby incorporates by reference the allegations contained  
within its Answer as if fully set forth herein.

46. Answering Defendants hereby incorporates by reference the allegations contained  
within its Crossclaim as if fully set forth herein.

47. The averments in this paragraph represent conclusions of law to which no reply is required. To the extent these allegations are deemed to be factual in nature, they are denied.

48. The averments in this paragraph represent conclusions of law to which no reply is required. To the extent these allegations are deemed to be factual in nature, they are denied.

49. The averments in this paragraph represent conclusions of law to which no reply is required. To the extent these allegations are deemed to be factual in nature, they are denied.

50. The averments in this paragraph represent conclusions of law to which no reply is required. To the extent these allegations are deemed to be factual in nature, they are denied.

WHEREFORE, Defendants Francesco Gualtieri, Renato Gualtieri, and Island View Crossing II, LP respectfully request judgment in their favor and against Co-Defendant Prudential Bank.

**NEW MATTER**

1. Answering Defendants hereby incorporate by reference all of its responses to the Complaint, as if set forth herein at length.

2. Answering Defendants hereby incorporate by reference its Cross-claims against Co-Defendant, as if set forth herein at length.

3. Co-Defendant's crossclaim fails to state a claim upon which relief can be granted.

4. Co-Defendant's crossclaim is barred by the doctrine of impossibility.

5. Co-Defendant's crossclaim is barred and/or limited by the statute of limitations.

6. Co-Defendant's crossclaim is barred and/or diminished to the extent that it failed to take proper and reasonable steps to avoid or to mitigate the damages alleged.

7. Co-Defendant's cross-claim is barred by, in whole or in part, by the doctrines of laches, waiver, estoppel, unclean hand, and/or accord and satisfaction.

8. No action or inaction on the part of Answering Defendants, their agents, servants, employees, or representatives caused or contributed in any manner to the damages, injuries, or losses alleged in Co-Defendant's crossclaim.

9. Answering Defendants did not breach any duty owed to Co-Defendant.

10. Co-Defendant's damages, injuries, and losses, if any, were caused entirely by the acts of other persons or parties over whom Answering Defendants had no control.

11. Co-Defendant's damages, injuries, and losses, if any, resulted from conditions and/or circumstances over which Answering Defendants had no control.

12. Co-Defendant's crossclaims are barred by reason of its own breaches and failure to live up to various contractual obligations to Plaintiff and/or Answering Defendants.

13. Answering Defendants reserve the right to assert additional defenses that may become available during the course of their continuing investigation and discovery in this case.

WHEREFORE, Answering Defendants respectfully request that judgment be entered in its favor and against Plaintiff as follows:

- A. The Complaint be dismissed with prejudice as to Answering Defendants;
- B. Answering Defendants be awarded its costs incurred in defending this suit; and
- C. The Court award such additional relief as it deems just and equitable.

/s/ Michael J. Cordone

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*Attorneys for Defendants Francesco Gualtieri,  
Renato Gualtieri and Island View Crossing II, .LP*

Dated: May 18, 2016

**CERTIFICATE OF SERVICE**

I, Corey S. D. Norcross, hereby certify that on May 18, 2016, I caused a true and correct copy of the foregoing to be electronically filed pursuant to the Court's electronic court filing system:

Joseph P. Kerrigan, Esq.  
461 N. 3<sup>rd</sup> Street  
Suite 2B  
Philadelphia, PA 19123  
*Attorney for Plaintiff Lava Funding LLC*

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Philadelphia, PA 19102  
*Attorney for Defendant Prudential Savings Bank*

/s/ Corey S. D. Norcross  
Corey S. D. Norcross